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| 10/710,558 | 07/20/2004 | Steven Lundberg | 684001US10 | 4365 |
| 21186 7590 03/22/2007 SCHWEGMAN, LUNDBERG, WOESSNER & KLUTH, P.A. P.O. BOX 2938 | | | EXAMINER | |
| | | | KOPPIKAR, VIVEK D | |
| MINNEAPOLIS, MN 55402 | | ART UNIT | PAPER NUMBER | |
| | | | 3626 | <u> </u> |
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| SHORTENED STATUTORY | PERIOD OF RESPONSE | MAIL DATE | DELIVERY MODE | |
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Please find below and/or attached an Office communication concerning this application or proceeding.

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| | Application No. | Applicant(s) | |
|---|--|---|--|
| Office Action Comments | 10/710,558 | LUNDBERG, STEVEN | |
| Office Action Summary | Examiner | Art Unit | |
| | Vivek D. Koppikar | 3626 | |
| The MAILING DATE of this communication app Period for Reply | ears on the cover sheet with the c | orrespondence address | |
| A SHORTENED STATUTORY PERIOD FOR REPLY WHICHEVER IS LONGER, FROM THE MAILING DA - Extensions of time may be available under the provisions of 37 CFR 1.13 after SIX (6) MONTHS from the mailing date of this communication. - If NO period for reply is specified above, the maximum statutory period v - Failure to reply within the set or extended period for reply will, by statute. Any reply received by the Office later than three months after the mailing earned patent term adjustment. See 37 CFR 1.704(b). | ATE OF THIS COMMUNICATION 36(a). In no event, however, may a reply be timularly and will expire SIX (6) MONTHS from a cause the application to become ABANDONE | lely filed the mailing date of this communication. D (35 U.S.C. § 133). | |
| Status | | | |
| 1) Responsive to communication(s) filed on 1/25/ 2a) This action is FINAL . 2b) This 3) Since this application is in condition for alloware closed in accordance with the practice under Example 1. | action is non-final. nce except for formal matters, pro | | |
| Disposition of Claims | | | |
| 4) ☐ Claim(s) 1-24 is/are pending in the application. 4a) Of the above claim(s) is/are withdraw 5) ☐ Claim(s) is/are allowed. 6) ☐ Claim(s) 1-24 is/are rejected. 7) ☐ Claim(s) is/are objected to. 8) ☐ Claim(s) are subject to restriction and/o | vn from consideration. | | |
| Application Papers | | | |
| 9) The specification is objected to by the Examine 10) The drawing(s) filed on is/are: a) accomplished any accomplished any objection to the Replacement drawing sheet(s) including the correct 11) The oath or declaration is objected to by the Examine | epted or b) objected to by the Eddrawing(s) be held in abeyance. See ion is required if the drawing(s) is obj | e 37 CFR 1.85(a). lected to. See 37 CFR 1.121(d). | |
| Priority under 35 U.S.C. § 119 | | | |
| 12) Acknowledgment is made of a claim for foreign a) All b) Some * c) None of: 1. Certified copies of the priority documents 2. Certified copies of the priority documents 3. Copies of the certified copies of the priority documents application from the International Bureau | s have been received. s have been received in Applicati rity documents have been receive u (PCT Rule 17.2(a)). | on No ed in this National Stage | |
| * See the attached detailed Office action for a list | of the certified copies not receive | d. | |
| Attachment(s) 1) Notice of References Cited (PTO-892) 2) Notice of Draftsperson's Patent Drawing Review (PTO-948) | 4) Interview Summary Paper No(s)/Mail Do 5) Notice of Informal P | ate | |
| Information Disclosure Statement(s) (PTO/SB/08) Paper No(s)/Mail Date | 6) Other: | αιοπ Αρρικατιστ | |

DETAILED ACTION

Status of the Application

1. Claims 1-24 have been examined in this application. This communication is in response to the "Amendment" and "Remarks" filed on January 25, 2007.

Claim Rejections - 35 USC § 103

- 2. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
 - (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.
- 3. Claims 1-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over "How to Control Your Company's Legal Costs" by Harry J. Maue (hereinafter referred to as Maue) in view of US Patent Number 5,970,478 to Walker.
- (A) As per claim 1, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part based on a cost associated with financing the out-of-pocket costs. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in

Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

- (B) As per claim 2, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).
- (C) As per claim 3, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data

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indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part as a function of the cost of financing the out-of-pocket costs, the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

(D) As per claim 4, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost, the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the

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art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

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- (E) As per claim 5, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and a corresponding plurality of separate charges in relation to each respective out-of-pocket cost wherein the charge is a function of the cost of financing the out-of-pocket costs. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).
- (F) As per claim 6, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the

following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): Apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and a corresponding plurality of separate charges in relation to each respective out-of-pocket cost wherein the charge is a function of the cost of financing the out-of-pocket costs, the one or more computers further programmed to record at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

(G) As per claim 7, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part as a function of the cost of financing the out-of-pocket costs, and further wherein the one or more computers are programmed to record a first data item

corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

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(H) As per claim 8, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost, and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price

of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

(I) As per claim 9, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part as a function of the cost of financing the out-of-pocket costs, the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge, and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln.

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10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

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(J) As per claim 10, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to receive data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and to determine a separate charge in relation to each respective out-of-pocket cost wherein the charge is determined at least in part based on a cost associated with services related to a loan of funds to pay the out-of-pocket cost, the one or more computers further programmed to generate at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge, and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

- (K) As per claim 11, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and a corresponding plurality of separate charges in relation to each respective out-of-pocket cost wherein the charge is a function of the cost of financing the out-of-pocket costs and, further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).
- (L) As per claim 12, Maue teaches the concept that law firms incur "out-of-pocket" expenses (for services) for their clients (Maue: Page 4, Lines 4-17), however Maue does not teach the following which is taught by Walker (Figures 2-3; Col. 4, Ln. 15-Col. 5, Ln. 21 and Col. 5, Ln. 56-Col. 6, Ln. 6): an apparatus comprising one or more computers programmed to record data indicative of a plurality of out-of-pocket costs for one or more clients of a law firm and a

wherein the charge is a function of the cost of financing the out-of-pocket costs, the one or more computers further programmed to record at least one client invoice including a billing for one of the out-of-pocket costs and a respective separate charge, and further wherein the one or more computers are programmed to record a first data item corresponding to an amount owed by the law firm to a third party in regard to the separate charge and a second data item corresponding to an amount billed to a client in regard to the separate charge. At the time of the invention, it would have been obvious for one of ordinary skill in the art to have modified the teachings of Maue with the aforementioned feature from Walker with the motivation of having a means of calculating a price of loaning credit to a client, as recited in Walker (Col. 2, Ln. 41-44). (Note: Walker does not state that the customized credit accounts can be used by a law firm, however, Walker does disclose that its credit accounts are used by clients (Walker: Col. 1, Ln. 10-13) and the examiner takes the position that a client or user of the credit card account of Walker can be and is within the scope of Walker).

(M) As per claims 13-24, these claims repeat features previously addressed in the rejection of claims 1-12, above, respectively, (they differ only in that they are directed to method claims rather than apparatus claims) and are, therefore, rejected on the same basis. (Note: The preamble of these claims recites a law firm accounting system which Maue and Walker do not explicitly disclose. However, the examiner take Official Notice with respect to this feature. At the time of the invention it would have been obvious for one of ordinary skill in the art to have modified the system of Maue in view Walker with the above feature with the motivation of providing a law firm with a means of tracking the costs that they had incurred for providing

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services to their clients and also, having a means of tracking costs they had incurred for financing these costs that they had incurred on behalf of their clients.

Response to Arguments

- 4. Applicant's arguments filed on January 25, 2007 with respect to the pending claims have been fully considered but they are not persuasive. The applicant's arguments will be addressed in sequential order as they were presented in the "Remarks" section filed on January 25, 2007:
- (1) Applicants argue that the Maue reference makes no mention of costs incurred by a law firm in connection of financing out-of-pocket costs for a client and the Applicants also claim that Maue actually teaches that a client should limit and prohibit practices in relation to expense items incurred by a law firm. However, the applicants have not pointed to specific page numbers and paragraphs to support their contentions. Moreover, the Examiner would like to point out that Maue does in fact teach the concept of a law firm incurring costs in connection with financing a client's out-of-pocket expenses (Maue: Page 4, Lines 4-17).
- (2) Applicants next state that Walker makes no mention of using is teaching to charge clients of a law firm a "separate charge" in relation to out-of-pocket costs. However, the Examiner would like to point out that Maue is used to teach the concept of law firms incurring "out-of-pocket" costs for their clients. Walker is then used to show that it is well known in the finance industry for an entity to set up various credit accounts for various consumers and then to charge "separate (finance) charge" to these customers and Walker teaches this when Walker mentions charging customers for their credit accounts and customizing these accounts to the needs of a particular customer (Walker: Col. 2, Ln. 45-46 and 60-67). One of ordinary skill in the art reading Walker would have had motivation to have set up separate charge accounts or credit card

accounts for each client in order to ensure that they could accurately inform each client on the amount of finance charges each of them had incurred (Walker: Col. 2, Ln. 45-46 and 60-67).

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(3) Applicants argue that the Examiner has cited no prior references that teach the idea that a credit card provider provides a "separate charge" specifying the finance charge related to individual card purchases. However, the claims have not delineated this specific feature, mainly, wherein "a credit card provider providing a 'separate charge' specifying the finance charge related to individual card purchases."

Conclusion

5. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

The following reference teaches the feature of a credit card provider providing a "separate charge" specifying the finance charge related to individual card purchases:

https://secure.lendingtree.com/common/NationalCityCashBuilder.asp (written on 04/01/02).

6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within TWO

MONTHS of the mailing date of this final action and the advisory action is not mailed until after

the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquire concerning this communication or earlier communications from the 7. examiner should be directed to Vivek Koppikar, whose telephone number is (571) 272-5109. The examiner can normally be reached from Monday to Friday between 8 AM and 4:30 PM.

If any attempt to reach the examiner by telephone is unsuccessful, the examiner's supervisor, Joseph Thomas, can be reached at (571) 272-6776. The fax telephone numbers for this group are either (571) 273-8300 or (703) 872-9326 (for official communications including After Final communications labeled "Box AF").

Another resource that is available to applicants is the Patent Application Information Retrieval (PAIR). Information regarding the status of an application can be obtained from the (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAX. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pairdirect.uspto.gov. Should you have questions on access to the Private PAIR system, please feel free to contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Sincerely,

Vivek Koppikar

3/9/2007

C. LUKE GILLIGAN PRIMARY EXAMINER TECHNOLOGY CENTER 3600